



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34901-00432	Edison ID 56194	Contract # See Edison ID	Amendment # 02		
Contractor Legal Entity Name Middle Tennessee Electric Membership Corporation (MTEMC)			Edison Vendor ID 0000001649		
Amendment Purpose & Effect(s) The purpose of this Amendment 02 is to further clarify requirements of the Federal Communications Commission (FCC) regarding the use of 700 MHz spectrum channels by this Contractor.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: December 31, 2023			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:					
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. Digitally signed by Sonya Hadley DN: cn=Sonya Hadley, o=Safety and Homeland Security, ou=Budget, email=sonya.hadley@tn.gov, c=US Date: 2018.05.01 10:53:36 -05'00			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			

Sonya
Hadley

**AMENDMENT 02
OF CONTRACT 56194**

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and Middle Tennessee Electric Membership Corporation, hereinafter referred to as the "Procuring Party." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section A.2. is deleted in its entirety and replaced with the following:

- A.2. Radio communications on the TACN will comply with current regulations of the Federal Communications Commission ("FCC"), specifically applicable provisions within Part 90 of the Code of Federal Regulations ("CFR") (47 CFR §§ 90.1 *et seq.*)

2. Contract Section A.8.a. is deleted in its entirety and replaced with the following:

- a. If, for purposes of public safety, at any time, in the discretion of the State's Director of Wireless Communications in consultation with the Procuring Party's Point of Contract ("PoC") identified in Section C.2.c., it is determined that it is necessary to adjust, restrict, or interrupt participation by the Procuring Party in any or all the TACN sites, regardless of whether such sites are located inside or outside of the Procuring Party's service area, the State's Director of Wireless Communications may take such actions deemed appropriate and necessary. The Procuring Party's participation in the TACN shall be a subordinated use subject to oversight by the State in accordance with 47 CFR § 90.523(b)(1).

3. Contract Section A.8.c. is amended by adding the following new sentence to the end of the subsection:

For the purposes of this subsection, "public entities" shall mean any state or federal government entities. NGOs as used in this subsection shall have the same meaning as in 47 CFR § 90.523. The Procuring Party's participation in the TACN shall be as an NGO and will, therefore, receive the lowest priority of participation as set forth in this subsection.

4. Contract Section C.1.f.(5) is deleted in its entirety and replaced with the following:

- (5) The State and the Procuring Party agree that the Procuring Party's use of 700 MHz spectrum is limited to the following uses:
- i. communications necessary and essential to respond to or restore power outages and system restoration;
 - ii. emergency notifications necessary and essential to the safety of employees and the public and to protection of property, such as line energization, imminent threats to persons or infrastructure and other hazardous conditions;
 - iii. communications relating to the energization, de-energization, or reconfiguration of electric transmission lines, distribution lines, and substations, including the coordination of these activities; and
 - iv. other uses directly related to the protection of property or safety of Procuring Party's employees or the general public.

5. Contract Sections C.1.f.(6) and C.1.f.(7) are added as a new subsections:

- (6) The State and the Procuring Party agree that any uses of the TACN by the Procuring Party that do not fit squarely within one of the four limited public safety

purposes listed in Sections C.1.f.(5)i. through C.1.f.(5)iv. shall occur only via the TACN 800 Mhz channels.

- (7) In the event this Contract is amended, upon receipt of required approvals of the amendment in accordance with applicable Tennessee laws and regulations, the State and the Procuring Party agree to submit, to the FCC's Chief of the Policy and Licensing Division/Public Safety and Homeland Security Bureau ("Division"), a certification that all required approvals have been obtained and list the date on which the Procuring Party would initiate use of the TACN spectrum. The State and the Procuring Party agree that the Procuring Party is prohibited from using any TACN spectrum until the certification has been acknowledged by the Division as accepted for filing.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective May 15, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

DAVID W. PURKEY, COMMISSIONER

DATE